

Douglas E. Spelfogel
Richard J. Bernard
Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111
Telephone: (212) 589-4200
Facsimile: (212) 589-4201

Attorneys for Atlas Industrial Contractors, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Case No. 09-50026 (REG)
	:	
GENERAL MOTORS CORP, <i>et al.</i> ,	:	Chapter 11
	:	
Debtors.	:	Jointly Administered
	:	

**OBJECTION OF ATLAS INDUSTRIAL CONTRACTORS, INC.
TO PROPOSED CURE AMOUNT**

Atlas Industrial Contractors, Inc. ("Atlas"), by its counsel, Baker & Hostetler LLP, hereby objects to the cure amount proposed by General Motors Corporation ("GM") and its affiliated debtors (collectively, the "Debtors") in connection with the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto, dated June 15, 2009 (the "Notice"). In further support of its objection, Atlas states as follows:

Background

1. On June 1, 2009 (the "Petition Date"), the Debtors commenced cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

2. On June 1, 2009, the Debtors also filed a motion seeking an order approving bidding procedures to sell substantially all of their assets, which includes a procedure for the Debtors' assumption and assignment of executory contracts (Docket No. 92) (the "Procedures Motion").

3. On June 1, 2009, the Court granted the Procedures Motion, including the procedure for assuming and assigning executory contracts to the proposed purchaser, Vehicle Acquisition Holdings LLC ("VAH"), or any other ultimate purchaser of the Debtors' assets (the "Procedures Order").

Atlas's Contractual Relationship with GM

4. On April 30, 2009, GM issued to Atlas Purchase Order No. MRS34588 (the "Purchase Order"), whereby Atlas is providing an operator and rigging equipment to be used in the disassembly and removal of a press. Atlas is owed the sum of \$219,860 in connection with this Purchase Order. However, the cure amount for this contract is listed in the Debtor's website as \$0.

Objection

5. Section 365(b)(1) of the Bankruptcy Code provides that:

[i]f there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee - -

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default ...;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

6. Atlas objects to the Debtor's proposed cure amount and submits that the correct cure amount is \$219,860.

WHEREFORE, Atlas respectfully requests that this Court (i) sustain its objection to the Debtors' proposed cure amount as incorrect and inadequate to satisfy the requirement of section 365(b)(1) of the Bankruptcy Code, (ii) order that the Purchaser pay the corrected cure amount as agreed to by the parties, (iii) authorize Atlas to reserve its rights to further amend the cure amount to reflect any unpaid post-position defaults thereunder, and (iv) grant such other and further relief as it deems just and proper.

Dated: June 24, 2009
New York, New York

/s/ Richard J. Bernard
Douglas E. Spelfogel
Richard J. Bernard
Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111
Telephone: (212) 589-4200
Facsimile: (212) 589-4201

Attorneys for Atlas Industrial Contractors, Inc.